

PLEASE READ THIS USER AGREEMENT AND POLICIES REFERENCED HEREIN COLLECTIVELY DEFINED BELOW AS THE "TERMS OF SERVICE" CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This User Agreement (this "Agreement") is a contract between you ("you" or "User"), Superproxy ("we," or "us") and our affiliates. You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at www.superproxyph.com or any part of the rest of the Site (defined in the Site Terms of Use) or the Site Services (defined in the Site Terms of Use).

These agreements are collectively, with this Agreement, called the "Terms of Service". Subject to the conditions set forth herein, Superproxy PH may, in its sole discretion, amend this Agreement and any of the other agreements that comprise the Terms of Service at any time by posting a revised version on the Site. Superproxy PH will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated Terms of Service on the Site, providing notice on the Site, and/or sending you notice by email. If the Substantial Change includes an increase to Fees charged by Superproxy PH, Superproxy PH will provide at least 30 days' advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the "Effective Date").

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN SECTION 13 OF THIS AGREEMENT (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN SECTION 13). IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR BUSINESS, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR BUSINESS TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR BUSINESS TO THE TERMS OF SERVICE. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO YOU AND THAT ENTITY OR BUSINESS.

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1. SUPERPROXY PH ACCOUNTS

Section 1 discusses what you must agree to before using the Site or Site Services and the different types of accounts that can be created on the Site, as detailed below.

1.1 REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an “Account”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service. To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Superproxy PH reserves the right to decline a registration to join Superproxy PH or to add an Account of any type (i.e., as an Employer or Artisan), for any lawful reason, including supply and demand, cost to maintain data, or other

business considerations. If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company. Your privacy is important to Superproxy PH and your information will be handled in accordance with our Privacy Policy, which is part of the Terms of Service, and applicable law.

1.2 ACCOUNT ELIGIBILITY

Superproxy PH offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are an employee or agent of and authorized to act for and bind an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Site Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Artisans Services; and (d) are either a legal entity or an individual

who is 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts.

1.3 ACCOUNT PROFILE

To register for an Account to join the Site, you must complete a User profile (“Profile”), which you consent to be shown to other Users and, unless you change your privacy settings, to be shown to the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

1.4 ACCOUNT TYPES

As described in this Section, there are a number of different Account types. Once you register for one Account type, you can still register for another Account types under the same username and password. For example, if you already have an artisan Account (defined below), you can still register a EMPLOYER Account (defined below) as a separate account type.

We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

1.4.1 EMPLOYER ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as an EMPLOYER (an “EMPLOYER Account”). Each User under an EMPLOYER Account (“Team Member”) can be given different permissions to act on behalf of the EMPLOYER Account.

1.4.2 ARTISAN, BUSINESS, AND BUSINESS MEMBER ACCOUNT

ARTISAN: You can register for an Account or add an Account type to use the Site and Site Services as an ARTISAN (an “ARTISAN Account”).

BUSINESS and BUSINESS Member: A specific type of ARTISAN Account you can add is a “BUSINESS Account”, the owner of which is referred to as a “BUSINESS”. A BUSINESS Account allows permissions to be granted to Users under the BUSINESS Account which can be given different permissions to act on behalf of the BUSINESS (each, a “BUSINESS Member”).

You acknowledge and agree that the BUSINESS is solely responsible, and assumes all liability, for:

- (a) the classification of your BUSINESS Members as employees or independent contractors; and
- (b) paying your BUSINESS Members in accordance with applicable law for work performed on behalf of the BUSINESS for Jobs. You further acknowledge and agree that (i) the BUSINESS may determine the Profile visibility and pricing/rate information of any of its BUSINESS Members; and (ii) BUSINESS

Members’ Profiles may display work history that includes work done under the BUSINESS Account, including after the BUSINESS Member is no longer a BUSINESS Member.

1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, including as a Team Member or BUSINESS Member, you represent and warrant that: (a) the User is authorized to act on your behalf; and (b) you are fully responsible and liable for the User’s acts and omissions, including for obligations and liabilities relating to making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site and Site Services. Upon closure of an Account, Superproxy PH may close any or all related Accounts.

1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the

verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Superproxy PH. You authorize Superproxy PH, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents. During verification some Account features may be temporarily limited. When a verification is successfully completed, Account features will be restored.

1.7 USERNAMES AND PASSWORDS

Each person who uses the Site must register for their own Account. When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password. You agree not to share your username or password with any person, and,

if you are a legal entity who is not a natural person, to only share your username and password with a person who is authorized to use your Account. You authorize Superproxy PH to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree

not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service.

2. PURPOSE OF SUPERPROXY PH

Section 2 discusses what Superproxy PH does and does not do when providing the Site and Site Services and some of your responsibilities when using the Site to find or enter into a Service Contract with an ARTISAN or EMPLOYER, as detailed below.

The Site is a marketplace where EMPLOYERS and ARTISANS can identify each other and advertise, connect and sell ARTISAN Services online. Subject to the Terms of Service, Superproxy PH provides the Site Services to Users, including hosting and maintaining the Site, facilitating the connection between Employers and Artisan service providers

2.1 RELATIONSHIP WITH SUPERPROXY PH

Superproxy PH merely makes the Site and Site Services available to enable ARTISANS and EMPLOYERS to find and transact directly with each other. Superproxy PH does not introduce ARTISANS to EMPLOYERS, select Jobs for ARTISANS, or select ARTISANS for EMPLOYERS. Through the Site and Site Services, ARTISANS may be notified of EMPLOYERS that may be seeking the services they offer, and EMPLOYERS may be notified of ARTISANS that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Job, EMPLOYER or ARTISAN on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Superproxy PH is not a party to that Service Contract. You acknowledge, agree, and understand that Superproxy PH is not a party to the relationship or any dealings between EMPLOYER and ARTISAN. Without limitation, Users are solely responsible for: (a) ensuring the accuracy and legality of any User Content; (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts; (d) performing ARTISAN Services; and/or (e) paying for ARTISAN Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User, including Composite Information (defined below). Superproxy PH does not make any representations about or guarantee the truth or accuracy of any ARTISAN's or EMPLOYER's listings or other User Content on the Site; does not verify any feedback or information provided by Users about ARTISANS or EMPLOYERS; and does not perform background checks on or guarantee the work of ARTISANS or EMPLOYERS. You acknowledge, agree, and understand that Superproxy PH does not, in any way, supervise, direct, control, or evaluate ARTISANS or their work and is not responsible for any Job, Job terms or Work Product. Superproxy PH makes no representations about and does not guarantee, and you agree not to

hold Superproxy PH responsible for, the quality, safety, or legality of ARTISAN Services; the qualifications, background, or identities of Users; the ability of ARTISANs to deliver ARTISAN Services; the ability of EMPLOYERs to pay for ARTISAN Services; User Content and statements or posts made by Users; or the ability or willingness of an EMPLOYER or ARTISAN to actually complete a transaction. While Superproxy PH may provide certain Ratings on ARTISAN or EMPLOYER profiles, such Ratings are not a guarantee or warranty of quality or ability or willingness of the Rated ARTISAN or EMPLOYER to complete a Service Contract and is not a guarantee of any kind, including, the quality of ARTISAN Services or EMPLOYER Job.

You also acknowledge, agree, and understand that ARTISANs are solely responsible for determining, and have the sole right to determine, which Jobs to accept; the time, place, manner, and means of providing any ARTISAN Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee of Superproxy PH, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Superproxy PH will not have any liability or obligations, including under or related to Service Contracts and/or ARTISAN Services for any acts or omissions by you or other Users; (iii) Superproxy PH does not, in any way, supervise, direct, or control any ARTISAN or ARTISAN Services; does not impose quality standards or a deadline for completion of any ARTISAN Services; and does not dictate the performance, methods or process ARTISAN uses to perform services; (iv) ARTISAN is free to determine when and if to perform ARTISAN Services, including the days worked and time periods of work, and Superproxy PH does not set or have any control over ARTISAN's pricing, work hours, work schedules, or work location, nor is Superproxy PH involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to ARTISAN for a Job; (v) ARTISAN will be paid at such times and amounts as agreed with an EMPLOYER in a given Service Contract, and Superproxy PH does not, in any way, provide or guarantee ARTISAN a regular salary or any minimum, regular payment; (vi) Superproxy PH does not provide ARTISANs with training or any equipment, labor, tools, or materials related to any Service Contract; (vii) Superproxy PH does not provide the premises at which ARTISANs will perform the work; (viii) unless otherwise agreed with their EMPLOYER,

ARTISANs may use subcontractors or employees to perform ARTISAN Services by delegating work on fixed-price contracts or by agreeing with their EMPLOYERS to have hourly contracts for ARTISAN's subcontractor(s) or employee(s); and (ix) Superproxy PH does not provide shipping services for any physical Work Product. If an ARTISAN uses subcontractors or workers; ARTISAN further agrees and acknowledges that this Section applies to Superproxy PH's relationship, if any, with ARTISAN's subcontractors and workers as well and ARTISAN is solely responsible for ARTISAN's subcontractors and employees. Without limiting the foregoing paragraph, if you are a BUSINESS or BUSINESS Member, you expressly acknowledge, agree, and understand that: (1) the BUSINESS is solely responsible for paying its BUSINESS Members for work performed on behalf of the BUSINESS and that such payments will not be made through the Site; (2) Superproxy PH is not a party to any agreement between the BUSINESS and its BUSINESS Members and does not have any liability or obligations under or related to any such agreement, even if the BUSINESS or BUSINESS Member defaults; (3) neither Agencies nor BUSINESS Members are workers or agents of Superproxy PH; (4) Superproxy PH does not, in any way, supervise, direct, or control the BUSINESS or BUSINESS Members; (5) Superproxy PH does not set Agencies' or BUSINESS Members' contract terms amongst themselves or with hirers (including determining whether the contract will be hourly or fixed price), fees, pricing, work hours, work schedules, or location of work; (6) Superproxy PH does not provide Agencies or BUSINESS Members with training or any equipment, labor, tools, or materials needed for any Service Contract; (7) Superproxy PH does not provide the premises at which the BUSINESS or BUSINESS Members will perform the work; and (8) Superproxy PH makes no representations as to the reliability, capability, or qualifications of any BUSINESS or BUSINESS Member or the ability or willingness of any BUSINESS to make payments to or fulfill any other obligations to BUSINESS Members, and Superproxy PH disclaims any and all liability relating thereto.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose, provided, if applicable, Users comply with the Opt Out provisions described in Section 7. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

2.2 TAXES AND BENEFITS

ARTISAN acknowledges and agrees that ARTISAN is solely responsible (a) for all tax liability associated with payments received from ARTISAN's EMPLOYERS and that Superproxy PH is not responsible for any taxes from payments of ARTISAN; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that ARTISAN is not covered by or eligible for any insurance from Superproxy PH; (c) for determining whether ARTISAN is required by applicable law to issue any particular invoices for the ARTISAN Fees and for issuing any invoices so required; (d) for determining whether ARTISAN is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the ARTISAN Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate;

2.3 MARKETPLACE FEEDBACK AND USER CONTENT

You hereby acknowledge and agree that Users publish and request Superproxy PH to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on unverified data that ARTISANS or EMPLOYERS voluntarily submit to Superproxy PH and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Superproxy PH; Superproxy PH provides such information solely for the convenience of Users. You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that Superproxy PH post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including your Job Success Score, wherever referenced, and other User Content highlighted by Superproxy PH on the Site or otherwise ("Composite Information"), if any, may include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that Superproxy PH will make Composite Information available to other Users, including composite or compiled feedback. Superproxy PH provides its feedback system

as a means through which Users can share their opinions of other Users publicly, and Superproxy PH does not monitor, influence, contribute to or censor these

opinions. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User. Superproxy PH does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and

does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content. Superproxy PH is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Superproxy PH reserves the right (but is under no obligation) to remove posted feedback or information that, in Superproxy PH's sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Superproxy PH. You acknowledge and agree that you will notify Superproxy PH of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, Superproxy PH may rely on the accuracy of such information.

3. CONTRACTUAL RELATIONSHIP BETWEEN EMPLOYER AND ARTISAN

Section 3 discusses the relationship you may decide to enter into with another User, including Service Contracts between Users, as detailed below.

3.1 SERVICE CONTRACTS

If an EMPLOYER and ARTISAN decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the EMPLOYER and ARTISAN. EMPLOYER and ARTISAN

have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Superproxy PH is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Superproxy PH and any User or a partnership or joint venture between Superproxy PH and any User. With respect to any Service Contract, EMPLOYERS and ARTISANS may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Superproxy PH's rights and obligations under the Terms of Service, the parties to a Service Contract agree that the Optional Service Contract Terms apply to their Service

(b) create an attorney-EMPLOYER relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. Superproxy PH expressly disclaims any and all liability with respect to actions or omissions based on the Optional Service Contract Terms.

3.2 DISPUTES AMONG USERS

For disputes arising between EMPLOYERS and ARTISANS, you agree to resolve independently or approach an attorney but Superproxy is not involved in any dispute resolution between EMPLOYER and ARTISAN.

3.3 CONFIDENTIAL INFORMATION

Users may agree to any terms they deem appropriate with respect to confidentiality, including those set forth in the Optional Service Contract Terms. If and to the extent that the Users do not articulate any different agreement with regard to confidentiality, then they agree that this Section 3.3 (Confidential Information) applies. To the extent a User provides Confidential Information to another User, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received

Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

4. WORKER CLASSIFICATION AND SUPERPROXY PH PAYROLL

Section 4 discusses what you agree to concerning whether an ARTISAN is an employee or independent contractor and when you agree to use Superproxy PH Payroll, as detailed below.

4.1 WORKER CLASSIFICATION

Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture,

franchisor/franchisee or employer-employee relationship between Superproxy PH and a User.

EMPLOYER is solely responsible for and has complete discretion with regard to selection of any ARTISAN for any Job.

EMPLOYER is solely responsible for and assumes all liability for determining whether ARTISANs should be engaged as independent contractors or employees of EMPLOYER and engaging them accordingly and, if applicable, for complying with the Philippine tax legislation.

EMPLOYER warrants its decisions regarding classification are correct and its manner of engaging ARTISANs complies with applicable laws, regulations, and rules. Superproxy PH will have no input into, or involvement in, worker classification as between EMPLOYER and ARTISAN and Users agree that Superproxy PH has no involvement in and will have no liability arising from or relating to the classification of an ARTISAN generally or with regard to a particular Job.

4.2 SUPERPROXY PH PAYROLL SERVICES

EMPLOYER agrees to enroll in Superproxy PH Payroll if it will receive services from an ARTISAN under terms and conditions that would give rise to an employment relationship, including, if applicable, if the ARTISAN is subject to taxation (unless EMPLOYER elects instead to pay the Conversion Fee (see Section 7)). When the EMPLOYER enrolls in Superproxy PH Payroll,

EMPLOYER will engage Superproxy PH's third-party staffing vendor (the "Staffing Provider"), which is a BUSINESS on Superproxy PH, through the Site.

The Staffing Provider will hire ARTISAN at the request of EMPLOYER and ARTISAN according to the terms described on the Site and otherwise agreed to by the Staffing Provider and EMPLOYER and/or ARTISAN, and subject to the Superproxy PH Payroll Agreement. For all purposes with Superproxy PH Payroll, the EMPLOYER of ARTISAN will be the Staffing Provider and not Superproxy PH under any circumstances.

ARTISAN, acknowledges, understands, and agrees that Superproxy PH will have no control over, or involvement in determining or influencing, the terms and conditions of any employment relationship that may arise between ARTISAN and Staffing Provider or EMPLOYER, including the selection of an employee, pay rate, work hours, employment dates and working conditions. ARTISAN will not have any contract on the Site or contact with Superproxy PH regarding such employment terms.

Where ARTISAN and EMPLOYER have enrolled in Superproxy PH Payroll, the Site is provided for, and Users agree to use the Site for, the sole purpose of enabling ARTISAN to communicate with the Staffing Provider and the EMPLOYER.

5. SUPERPROXY PH FEES

Section 5 describes what fees you agree to pay to Superproxy PH in exchange for Superproxy PH providing the Site and Site Services to you and what taxes Superproxy PH may collect, as detailed below.

5.1 FEES FOR ARTISANS

Service Fees. As set forth in the Fee and ACH Authorization Agreement and the Direct Contract Terms, ARTISANS will pay Superproxy PH a service fee for the use of the Site Services, paid solely by ARTISAN. When an ARTISAN is subscribed to any of the Superproxy plans which will be unveiled in future. ARTISANS may subscribe to different levels of participation and privileges on the Site to access additional features and Site Service, by payment of subscription membership fees and by purchasing "leverage".

5.2 EMPLOYER FEES

EMPLOYERs do not pay fees if they use the Site solely for Direct connections and Contracts.

5.3 NO FEE FOR INTRODUCING OR FOR FINDING JOBS

Superproxy PH does not introduce EMPLOYERs to ARTISANs and does not help ARTISANs secure Jobs. Superproxy PH merely makes

the Site and Site Services available to enable ARTISANs to do so themselves and may from time-to-time highlight Jobs that may be of interest. Therefore, Superproxy PH does not charge a fee when an ARTISAN finds a suitable EMPLOYER or

finds a Job. In addition, Superproxy PH does not charge any fee or dues for posting public feedback and composite or compiled feedback, including Composite Information.

Users agree that, Superproxy can carry out paid promotion ads for verified artisans who voluntary choose to subscribe to appear on Superproxy ph promoted ARTISANS pages.

6. PAYMENT TERMS

Terms of payment still under development by our legal team

7. RECORDS OF COMPLIANCE

Section 7 discusses your agreement to make and keep all required records, as detailed below.

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Superproxy PH upon request. Nothing in this subsection requires or will be construed as requiring Superproxy PH to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records.

This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Superproxy PH's part to store, backup, retain, or grant access to any information or data for any period.

8. WARRANTY DISCLAIMER

Section 8 discusses your agreement and understanding that the Site and Site Services may not always be available or work perfectly, as detailed below.

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. SUPERPROXY PH MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, USER CONTENT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPERPROXY PH DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 13 (AGREEMENT TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST SUPERPROXY PH WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

9. LIMITATION OF LIABILITY

Section 9 discusses your agreement that Superproxy PH usually will not have to pay you damages relating to your use of the Site and Site Services and, if it is, at most it will be required to pay you \$2,500, as detailed below.

Superproxy PH is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to: your use of or your inability to use our Site or Site Services; delays or disruptions in our Site or Site Services; viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;

glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services; damage to your hardware device from the use of the Site or Site Services; the content, actions, or inactions of third parties' use of the Site or Site Services;

a suspension or other action taken with respect to your Account; your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL SUPERPROXY PH, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF SUPERPROXY PH, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) ₱2,500; OR (B) ANY FEES RETAINED BY SUPERPROXY PH WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS EMPLOYER OR ARTISAN DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. RELEASE

Section 10 discusses your agreement not to hold us responsible for any dispute you may have with another User, as detailed below.

In addition to the recognition that Superproxy PH is not a party to any contract between Users, you hereby release Superproxy PH, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from

claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the ARTISAN Services provided to EMPLOYER by an ARTISAN and requests for refunds based upon disputes. This release will not apply to a claim that Superproxy PH failed to meet our obligations under the Terms of Service.

11. INDEMNIFICATION

Section 11 discusses your agreement to pay for any costs or losses we have as a result of a claim brought against us related to your use of the Site or Site Services or your illegal or harmful conduct, as detailed below.

You will indemnify, defend, and hold harmless Superproxy PH, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “Indemnified Party”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default (described in Section 6.4 (Non-Payment)) incurred through use of the Site Services; (b) any Work Product or User Content developed, provided, or otherwise related to your use of the Site Services; (c) any Service Contract entered into by you or your agents, including, but not limited to, the classification of an ARTISAN as an independent contractor

(d) failure to comply with the Terms of Service by you or your agents; (e) failure to comply with

applicable law by you or your agents; (f) negligence, willful misconduct, or fraud by you or your agents; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 11, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

“Indemnified Claim” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“Indemnified Liability” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

12. AGREEMENT TERM AND TERMINATION

Section 12 discusses your and Superproxy PH’s agreement about when and how long this Agreement will last, when and how either you or Superproxy PH can end this Agreement, and what happens if either of us ends the Agreement, as detailed below.

12.1 TERMINATION

Unless both you and Superproxy PH expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to legalnotices@superproxypH.com. In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Superproxy PH is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this

Agreement) does not terminate or otherwise impact any Service Contract or Job entered into between

Users. If you attempt to terminate this Agreement while having one or more open Jobs, you agree (a) you hereby instruct Superproxy PH to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Jobs have closed on the Site; (c) Superproxy PH will continue to perform those Site Services necessary to complete any open Job or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Superproxy PH for any Site Services or such other amounts owed under the Terms of Service

and to any ARTISANs for any ARTISAN Services. Without limiting Superproxy PH's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse

to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Superproxy PH or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without Superproxy PH's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: IF SUPERPROXY PH

DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, SUPERPROXY PH HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT SUPERPROXY PH WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.

12.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and any closure of your Account may involve deletion of any content stored in your Account for which Superproxy PH will have no liability whatsoever. Superproxy PH, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

12.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring noncircumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Superproxy PH from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

13. DISPUTES BETWEEN YOU AND SUPERPROXY PH

Section 13 discusses your agreement with Superproxy PH and our agreement with you about how we will resolve any disputes, including that we will both first try to resolve any dispute informally

and, if you are in the Philippine, that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the dispute informally, as detailed below.

13.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and Superproxy PH or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided in Section 13.4.4 below, you, Superproxy PH, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with Superproxy PH (including without limitation any claimed employment with Superproxy PH or one of our Affiliates or successors), the

termination of your relationship with Superproxy PH, or the Site Services (each, a "Claim") in accordance with this Section 13 (sometimes referred to as the "Arbitration Provision").

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Site, Site Services, the Terms of Service, any Service Contract, any payments or monies you claim are due to you from Superproxy PH or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and

claims arising under the Defend Trade Secrets Act, Civil Rights Act, Rehabilitation Act, the Pregnancy Discrimination Act, Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered

by the Employee Retirement Income Security Act or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act, Occupational Safety and Health Act, Consolidated Omnibus Budget

Reconciliation Act, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Superproxy PH or the termination of that relationship.

13.2 CHOICE OF LAW

The Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the Philippine, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG); provided, however, that any Claims made by any ARTISAN located within the Philippine will be governed by the law of the state in which such ARTISAN resides.

However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act.

13.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you and Superproxy PH agree to first notify each other of the Claim. You agree to notify Superproxy PH of the Claim through legalnotices@superproxyph.com, and Superproxy PH agrees to provide to you a notice at your email address). You and Superproxy PH then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Superproxy PH, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Superproxy PH will have 60 days from the date of the receipt of the Notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

13.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE PHILIPINE AND ITS TERRITORIES)

This Arbitration Provision applies to all Users except Users located outside of the Philippine and its territories. In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Superproxy PH, and our Affiliates agree to resolve the Claim by final and binding arbitration before an arbitrator, instead of a court or jury.

13.4.1. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any Claim (defined above) the parties may have and survives after your relationship with Superproxy PH ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service and the other Superproxy PH Agreement. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or

before a forum other than arbitration. If for any reason arbitrators will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

13.4.2. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly

agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in Section 13.4.3, below, of this Arbitration Provision is deemed to be unenforceable, you and Superproxy PH agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

13.4.3. CLASS AND COLLECTIVE WAIVER

Private attorney general representative actions under the Philippine Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and Superproxy PH agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding

("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the arbitrator rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You and Superproxy PH agree that you will not be retaliated against, disciplined or threatened with discipline as a result of your filing or participating in a class or collective action in any forum. However, Superproxy PH may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

13.4.4. RIGHT TO OPT OUT OF THE ARBITRATION PROVISION

You may opt out of the Arbitration Provision contained in this Section 13 by notifying Superproxy PH in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to Superproxy PH at legalnotices@superproxyph.com that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a statement indicating that you wish to opt out of the Arbitration Provision.

Opting out of this Arbitration Provision will not affect any other terms of this Agreement.

If you do not opt out as provided in this Section 13.4.4, continuing your relationship with Superproxy PH constitutes mutual acceptance of the terms of this Arbitration Provision by you

and Superproxy PH. You have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

13.4.5. Enforcement of this Arbitration Provision.

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in Section 13.4.3, above, is deemed to be unenforceable, you and Superproxy PH agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

14. GENERAL

Section 15 discusses additional terms of the agreement between you and Superproxy PH, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations, as detailed below.

14.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Superproxy PH relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Superproxy PH drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Superproxy PH because of the authorship of any provision of the Terms of Service.

14.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon Superproxy PH unless they are agreed in a written instrument signed by a duly authorized representative of Superproxy PH or posted on the Site by Superproxy PH. Email will not constitute a written instrument as contemplated by this Section 14.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action

against all breaches of this User Agreement.

14.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Superproxy PH's prior written consent in the form of a written instrument signed by a duly authorized representative of Superproxy PH. Superproxy PH may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

14.4 SEVERABILITY; INTERPRETATION

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties.

The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

14.5 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

14.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the Philippine

14.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Superproxy PH makes no representations that the Site is appropriate or available for use outside of the Philippine. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, Philippine, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not

directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving PH. origin products, including services or software. In order to access or use the Site or Site Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to PH. or other sovereign country sanctions or embargoes; or (c) an individual,

or an individual employed by or associated with an entity, identified on the PH. Department of Commerce Denied Persons or Entity List, the PH. Department of Treasury

Specially Designated Nationals or Blocked Persons Lists, or the PH. Department of State Debarred Parties List or otherwise, ineligible to receive items subject to PH. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

14.8 CONSENT TO USE ELECTRONIC RECORDS

In connection with the Site Terms of Use, you may be entitled to receive, or we may otherwise provide, certain records from Superproxy PH or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

15. DEFINITIONS

Section 16 gives you some definitions of capitalized terms that appear in the Terms of Service but other capitalized terms are defined above, which you can tell because the term is put in quotation marks and bold font. Capitalized terms not defined below or above have the meanings described in the Site Terms of Use or elsewhere in the Terms of Service.

“EMPLOYER” means any authorized User utilizing the Site or Site Services, including Direct Contract Services, to seek and/or obtain ARTISAN Services, including from another User.

“Confidential Information” means any material or information provided to, or created by, a User to evaluate a Job or the suitability of another User for the Job, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of ARTISAN or EMPLOYER; (b) was lawfully received by User without restriction from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the

other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by User without use of another person's Confidential Information.

"ARTISAN" means any authorized User utilizing the Site or Site Services, including Direct Contract Services or Any Hire Services, to advertise or provide ARTISAN Services to EMPLOYERs, including ARTISAN Accounts that are BUSINESS Accounts or, if applicable, BUSINESS Members. An ARTISAN is a customer of Superproxy PH with respect to use of the Site and Site Services.

"ARTISAN Fees" means: (a) for an Hourly Contract, the amount reflected in the Hourly Invoice (the number of hours invoiced by ARTISAN, multiplied by the hourly rate charged by ARTISAN); (b) for a Fixed-Price Contract, the fixed fee agreed between an EMPLOYER and an ARTISAN; and (c) any bonuses or other payments made by an EMPLOYER to an ARTISAN.

"ARTISAN Services" means all services performed for or delivered to EMPLOYERs by ARTISANs.

"Hourly Contract" means a Service Contract for which EMPLOYER is charged based on the hourly rate charged by ARTISAN.

"Hourly Invoice" means the report of hours invoiced for a stated period by an ARTISAN for ARTISAN Services performed for an EMPLOYER.

The term "including" as used herein means including without limitation.

"Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, in each case, under the laws of any state, country, territory or other jurisdiction.

"Job" means an engagement for ARTISAN Services that an ARTISAN provides to an EMPLOYER under a Service Contract on the Site.

“Staffing Employee” means an ARTISAN enrolled in Superproxy PH Payroll, accepted for employment by a Staffing Provider, and assigned by the Staffing Provider to provide ARTISAN Services to one or more EMPLOYER(s).

“Service Contract” means, as applicable, (a) the contractual provisions between an EMPLOYER and an ARTISAN governing the ARTISAN Services to be performed by an ARTISAN for EMPLOYER for a Job; (b) a Direct Contract as defined in the Superproxy PH Direct Contract Terms; (c) an Any Hire Contract as defined in the Superproxy PH Any Hire Terms; or (d) if you use Superproxy PH Payroll, the contractual provisions between ARTISAN and the Staffing Provider for the provision of services to EMPLOYER, if any.

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

“Superproxy PH App” means the online platform accessed using Superproxy PH’s downloaded application or other software that enables sharing with other Users.

“User Content” means any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other content or information that you or any Site Visitor or User post to any part of the Site or provide to Superproxy PH, including such content or information that is posted as a result of questions.

“Work Product” means any tangible or intangible results or deliverables that ARTISAN agrees to create for, or actually delivers to, EMPLOYER as a result of performing the ARTISAN Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.